United States Bankruptcy Court Northern District of Texas (Dallas Division)

In re: Crusader Energy Group, Inc., Case No. 09-31797 (bjh)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111 (a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<u>Jones Energy, Ltd.</u>
Name of Transferee

<u>B.O.P. Ram Block & Iron Rentals, Inc.</u>
Name of Transferor

Name and Address where notices to transferee Court Claim # (if known): should be sent: Amount of Claim:

Amount of Claim: \$5,442.00

Date Claim Filed: April 22, 2009

<u>38-1</u>

JONES ENERGY, LTD. 807 LAS CIMAS PARKWAY, SUITE 350 AUSTIN, TEXAS 78746

Phone: <u>512-328-2953</u> Phone: <u>580-772-0250</u>

Last Four Digits of Acct. #: N/A Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent:

JONES ENERGY, LTD. 807 LAS CIMAS PARKWAY, SUITE 350 AUSTIN, TEXAS 78746

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Todd Wehner Date: October 6, 2009

Transferee/Transferee's Agent

Penalty for making a false statement: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571

CERTIFICATE OF SERVICE

I hereby certify that the foregoing notice was electronically filed on October 6, 2009, and served on all parties receiving electronic notice from the Court's ECF notification system in the above-referenced bankruptcy cases.

/s/ Elizabeth Connelly Mason

Elizabeth Connelly Mason

ASSIGNMENT OF CLAIM

- 1. Assignment of Claim. B.O.P. Ram Block & Iron Rentals, Inc. ("Assignor"), having a mailing address at P.O. Box 872, Weatherford, OK 73096, in consideration of the sum of \$10.00 and other good and valuable consideration, hereby assigns and transfers to Jones Energy, Ltd., a Texas limited partnership ("Assignee"), having a mailing address of 807 Las Cimas Parkway, Suite 350, Austin, TX 78746, all of Assignor's right, title, benefit, interest, voting rights, claims and causes of action, in and to, or arising under, or in connection with the claim or claims of Assignor in the amount of \$5,442.00, Claim No. 38-1 against Crusader Energy II, LLC, in bankruptcy proceedings (the "Proceedings") of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"), Case No. 09-31797-bjh, a copy of which is attached hereto as Exhibit A (the "Claim"), and all cash, securities, instruments and other property which may be paid or issued in satisfaction of the Claim, and all rights to receive interest, penalties, fees and any damages from any cause of action or litigation which may be paid with respect to the Claim. This Assignment of Claim (this "Assignment") shall be deemed an unconditional assignment of the Claim for the purpose of collection, and shall not be deemed to be a security interest.
- 2. Representations and Warranties. Each party expressly acknowledges and agrees that the other party has not made and is not making, and each party is not relying upon, any representations, promises or statements, except to the extent that the same are expressly set forth in this Assignment, and that each party has full authority to enter into this Assignment. Assignor represents and warrants that it has not previously sold, assigned, transferred, pledged or otherwise granted any other person or entity any interest in the Claim, in whole, or in part. Assignor further represents that it is the sole and lawful owner of all rights, title and interests in the Claim.
- 3. Evidence of Transfer. Notice of the transfer of the Claim will be filed with the Bankruptcy Court in accordance with applicable law. Assignor agrees to execute additional documents as may reasonably be required to evidence the transfer.
- 4. Execution: Notice. This Assignment shall become effective and valid upon the execution hereof by both Assignor and Assignee. Upon execution of this Assignment, Assignee immediately shall deliver to Assignor by check the amount of the agreed consideration. Unless otherwise specifically provided herein, any notice or other communication to be provided hereunder shall be sent to the party's address set forth in the first paragraph of this Assignment by regular mail or overnight courier.
- 5. <u>Governing Law.</u> This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas.
- 6. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument. Facsimile signatures, or signatures transferred in .pdf format, shall be treated as original signatures for all purposes. Delivery of an executed counterpart signature page by facsimile or electronically is as effective as executing and delivering this Assignment in the presence of the other party to this Assignment.

7. <u>Successors and Assigns.</u> The parties' respective rights under this Assignment shall inure to the benefit of their successors, assigns, heirs and transferees.

Accepted and agreed to this 2nd day of October, 2009.

ASSIGNOR:

B.O.P. RAM BLOCK & IRON RENTALS, INC.

Name: Ougles Will

Title: Wic-Disident Date: Other 2, 2008

ASSIGNEE:

JONES ENERGY, LTD.

By: Name: MIKE 5. MCCONNEU

Title: PRESIDENT

Date: OCTOBER Z, ZOOS